

BROOKVIEW COMMONS APARTMENT LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made by and between:

Resident Name: _____ Date of Agreement: _____

Resident Address: _____ Resident Phone: _____

Social Security: _____

hereinafter called "Tenant," and Brookview Commons, 30 Crosby St., Danbury, CT 06810 hereinafter called "Landlord."

For and in consideration of the rent to be paid and the premises to be let and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Premises.** Landlord does hereby lease unto Tenant and Tenant hereby leases from Landlord a room or suite accommodation in the apartment community known as Brookview Commons, Danbury, CT.

Studio Unit Number:	One Bedroom Unit Number:	Two Bedroom Unit Number:	Two Bedroom Corner Unit Number:
_____ A or B	_____ A, B or C	_____ A, B, C or D	_____ A, B, C or D
Onsite Parking Desired: (<input type="checkbox"/>) YES, Complete pages 13-14 \$50 Add'l. Deposit Required Subject to Availability		NO Onsite Parking Needed: _____ Initial to Confirm	

In order to accommodate, to the extent possible, the preferences of the Tenants and the interests of Brookview Commons, Landlord may substitute the Premises with another of like kind on or before July 31, 2014. Thereafter, with at least five (5) days' notice to Tenant, Landlord may relocate Tenant to another Premises of like kind in Brookview Commons, in which event Landlord shall assist Tenant in moving Tenant's personal property.

2. **Term.** The term of this Lease ("Term") shall begin August , 2014 and terminate May , 2015, unless sooner terminated as hereinafter provided. This Lease continues regardless of whether Tenant is transferred, ceases to be enrolled, or for any other reason Tenant is unable to continue occupancy of the Premises, and Tenant's (and Guarantor's) obligation to pay rent and perform all other obligations in this Lease continue until the Term ends and Landlord has been paid all sums due to it.

3. **Rental.** The Base Rent for the term of this Lease shall be (\$ _____), be paid in advance, without demand or set off, in installments based on the following:

- a) **OPTION A (STANDARD) Two equal payments of one half each of Base Rent, in advance, without demand, on August 1, 2014 and January 1, 2015.**
- b) **OPTION B (GRACE PERIOD WHERE FINANCIAL AID FUNDS APPLICABLE TO RENT) Portion of one half of Base Rent not being paid by Financial Aid due on August 1, 2014 and January 1, 2015, remainder due within 7 days of release of Financial Aid funds by Western Connecticut State University for the current semester. Failure of Financial Aid to issue said funds to Tenant or Guarantor shall not relieve either party of obligation to make this payment.**
- c) **OPTION C (MONTHLY) Ten equal payments of one tenth of Base Rent, without demand, starting May 1, 2014 and ending on February 1, 2015 with a service charge of \$50 to be paid with the first payment.**

Time of rent payment is of the essence. In the event the rent is not received by the Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute default. If Landlord elects to accept a late payment, the penalty to Tenant shall be the greater of **\$75.00** or five percent (5%) of the amount due for each payment more than five (5) days late. This late fee will be assessed monthly until the debt is paid. There will be a **\$36.00** service charge on all returned checks. No checks will be accepted thereafter. Landlord can require Tenant to pay any amounts due by cashier's check, wire transfer, or certified funds. Tenant will bear the cost of Landlord's legal fees pertaining to non-payment of rent or damage fees. Rent shall be payable to Landlord at its office located on the premises of Brookview Commons.

4. **Utilities:** Utilities included in the rent are water and sewer. Landlord provides local telephone service, internet and basic cable for an annual fee of **\$160.00** to be paid with first installment.

Tenants will notify Northeast Utilities (CL&P), at least 48 hours before taking occupancy, to transfer electrical utility service for apartment into Tenants' names. Tenant agrees to pay all utility charges, including utility charges, assessed by the utility company in connection with utility services provided to your apartment during the term of this lease. Furthermore.

- In the event Tenant does not make this transfer, Landlord may execute any papers or take any action on Tenant's behalf as Tenant's attorney-in-fact to accomplish the utility service transfer. Landlord may then bill Tenant, either directly or indirectly through a billing service, for any service which Tenant receives that is billed to Landlord. Such bills will include an administrative fee of at least \$5.
- Landlord is not liable for any inconvenience or harm caused by any stoppage or reduction of utilities beyond its control.
- If Tenant fails to pay the utility charges, and power is cut off by the utility provider, Tenant will be in default under this Lease.
- At the move in date, Landlord will furnish light bulbs and fluorescent tubes of the prescribed wattage for the light fixtures located in the apartment. After that date, Tenant agrees, at Tenant's expense, to replace light bulbs and fluorescent tubes in the apartment.

In recognition of the national energy conservation efforts, Tenant agrees to use all utilities in a conservative, economic manner. Neither Landlord nor any agent of Landlord shall be liable in any respect for damages to person or property resulting from the interruption of any utility service or the failure of any defect in any equipment or appliance serving the Premises or BROOKVIEW COMMONS. None of the foregoing shall be construed as or constitute an eviction of Tenant, or work an abatement of Rent, or relieve Tenant from fulfillment of any covenant or agreement of this Lease.

OTHER TERMS: The attached documents indicated are incorporated in this Lease as if they were set forth in the body of this lease.

- a) Supplementary Lease Agreement Provisions
- b) Guaranty of Lease
- c) Financial Aid Addendum
- d) Rules and Regulations
- e) Parking Agreement

Tenant: _____

Landlord: **Brookview Commons**

By: _____
(Tenant Signature)

By: _____
(Authorized Signature as Agent for Brookview Commons)

Date: _____

Date: _____

Guarantor: _____	Street: _____
By: _____	City, State, Zip: _____
Date: _____	Work Phone: _____
Relationship to Tenant: _____	Social Security _____

BROOKVIEW COMMONS
SUPPLEMENTARY LEASE AGREEMENT PROVISIONS

5. **Furnishings.** Landlord will furnish the Tenant's bedroom only with the following: a single bunk bed, mattress, chest of drawers, desk, file cabinet and chair. Landlord will also furnish the shared living/dining area with only the following: a refrigerator, sink with cabinets and counter space, and oven/range, a table with four chairs, two barstools, a sofa, an entertainment stand, end table and a coffee table. One (1) side chair is provided in a 1 bedroom; two (2) side chairs are provided in a two bedroom; studios do not have side chairs.
6. **Security Deposit.** Tenant shall deposit with Landlord the sum of \$250 (\$300 if applying for parking as well) to be paid upon submission of rental application for the faithful performance of Tenant's promises and duties contained herein (the "Security Deposit"). Landlord shall deposit the Security Deposit in an interest bearing escrow account. . Landlord may deduct from the Security Deposit amounts sufficient to pay (1) any damages sustained by Landlord as a result of Tenant's nonpayment of rent or non fulfillment of the term of this Lease Agreement; (2) any damages to the Premises for which Tenant is responsible; (3) any unpaid bills which become a lien against the Premises due to Tenant's occupancy; (4) any costs of re-renting the Premises after a breach of this Agreement by Tenant; (5) any court costs incurred by Landlord in connection with terminating the tenancy; and (6) any other damages of Landlord which may then be a permitted use of the Security Deposit under the laws of Connecticut. If Landlord uses or applies any of the Security Deposit during the Term, Tenant shall immediately replenish it to its originally required amount. After having deducted the above amount, Landlord shall, if Tenant's address is known to him, refund to Tenant, within thirty (30) days after the termination of the tenancy and delivery of possession, the balance of the Security Deposit along with an itemized statement of any deductions. If Tenant's address is unknown to Landlord, Landlord may deduct the above amount and shall then hold the balance of the Security Deposit for Tenant's collection for a six (6) month period beginning upon the termination of the tenancy and delivery of possession by Tenant. If Tenant fails to make demand for the balance of the Security Deposit within the six (6) month period, Landlord shall not thereafter be liable to Tenant for a refund of the Security Deposit or any part thereof.
7. **Use and Conduct.** Tenant may use and occupy the Premises for residential student housing purposes only. Tenant may not conduct any commercial enterprise in the Premises. Tenant shall cooperate and adjust to the concept and requirements of living in a student residence environment and shall not allow any disruptive behavior or conduct in the Premises or any nuisance in the Premises. Tenant may not have any handgun, firearm, or weapon of any type or any explosive flammable or hazardous substance, or anything else of a dangerous nature in the Premises. Tenant may not allow the misuse of alcoholic beverages in violation of Connecticut law or BROOKVIEW COMMONS' rules and regulation, or the possession, use, sale or manufacture of illegal narcotics, marijuana, hypnotics, stimulants, hallucinogens or other similar known harmful or habit-forming drugs and/or chemicals in the Premises or at BROOKVIEW COMMONS by Tenant or Tenant's guests. Tenant may not smoke or allow its guests to smoke in OR on the Premises or any indoor portion of BROOKVIEW COMMONS.
8. **Rules and Regulations.** Tenant, his/her guests and agents, shall comply with and abide by all of the Landlord's existing rules and regulations, and such future reasonable rules and regulations as the Landlord may from time to time at its discretion adopt, governing the use and occupancy of the Premises and any common areas and facilities used in connection with it (the "Rules and Regulations"). A copy of the existing Rules and Regulations is attached hereto and the Tenant acknowledges that he/she has read them. The Rules and Regulations shall be deemed to be a part of this Lease and a violation of any of them shall constitute a breach of this Lease giving to the Landlord all the rights and remedies herein provided. (In the event of conflict between the provisions of this Lease and the Rules and Regulations, the Rules and Regulations shall govern.)
9. **Rental Application.** In the event the Tenant has submitted a Rental Application in connection with this Lease, he/she acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and the Tenant warrants to Landlord that the facts stated in the Application are true to the best of his/her knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy immediately and to collect from Tenant any damages, including reasonable attorney's fees, resulting therefrom.
10. **Tenant's Obligations.** In addition to the other obligations of the Tenant under this Lease, during the term of this Lease, Tenant shall:
- a) use the Premises for residential use only and in a manner so as not to disturb his neighbors;
 - b) not use the Premises for any unlawful or immoral purposes or occupy them in such a way to constitute a nuisance;
 - c) keep the Premises, including, but not limited to, all plumbing fixtures, facilities and appliances, and yards used by Tenant in connection with the Premises in a clean, safe, sanitary and presentable condition;
 - d) comply with any and all obligations imposed upon Tenant by applicable building and housing codes;

- e) dispose of all rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- f) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises (Tenant shall be liable to Landlord for any damages caused by his/her failure to comply with this requirement);
- g) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to Tenant, to do so;
- h) be responsible for and liable to Landlord for all damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of the Tenant, and natural forces;
- i) permit Landlord or their agent to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and Tenant's compliance with the terms of this Lease; and (2) making such repairs, alterations, improvements or additions thereto as Landlord may deem appropriate;
- j) not to abandon or vacate the Premises during the term of this Lease;

11. Permitted Occupants. The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than himself/herself and the other persons to whom the shared living area has been assigned by Landlord.

12. Maintenance and Repairs. Landlord shall be responsible for all repairs and maintenance to the Premises, with the exception of (i) such repairs necessitated by Tenant's intentional or negligent misuse of the Premises which shall be the responsibility of Tenant; and (ii) the replacement from time to time, as needed, of batteries in the smoke detectors in the Premises which shall be the responsibility of Tenant. Tenant shall promptly inform Landlord, or their agent, in writing, of any necessary repairs which need to be performed by Landlord. Tenant shall keep the Premises and the items furnished by Landlord in good and clean condition. Tenant shall promptly reimburse Landlord for all costs for necessary repairs or replacements necessitated by Tenant's intentional or negligent misuse of the Premises or any items furnished by Landlord.

13. Acceptance of Premises. Tenant acknowledges that he/she has inspected the Premises and he/she agrees that the Premises and any common areas used in connection with them are in a safe, fit and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances furnished with the Premises are in good and proper working order. Tenant also acknowledges that no representation as to the condition or state of repair of the Premises has been made.

14. Right of Entry. Landlord can enter the Premises (a) by passkey or otherwise at all reasonable and necessary times for inspection, maintenance, housekeeping, property management, or for any other purpose reasonably connected with Landlord's interest in the Premises and to perform any work or other act necessary in such connection; (b) at any time in an emergency, without liability to Tenant; (c) at times scheduled with Tenant to show the Premises to prospective tenants, lenders, or purchasers; and (d) if Tenant defaults under this Lease and abandons the Premises.

15. Pets. No pets of any type shall be allowed to be kept in or about the Premises.

16. Alterations. The Tenant shall not make any alterations, additions or improvements in or to the Premises or paint or decorate (including the hanging of plants, pictures, mirrors, etc., from the ceilings or walls) the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements to the Premises, whether made by the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

17. No Assignment or Sublease. Tenant shall not sublease the Premises nor assign this Lease.

18. Default/Landlord's Remedies. In the event Tenant shall fail to perform any duty or condition of this Lease within ten (10) days of having received notice from Landlord to do so (except no notice shall be required for failure to pay rent by the due date thereof), then Landlord, in addition to all other rights and remedies provided by law, shall have the right, to immediately terminate this Lease. Landlord may take possession as provided by law. Tenant waives Tenant's right to require that Landlord re-enter the Premises before taking legal action. If Landlord terminates the Lease due to default by Tenant, Tenant will become immediately liable to pay all of the rent for the rest of the term of this Lease (hereinafter "Landlord's right to accelerate"). Tenant agrees that Tenant is responsible to pay back Landlord for all costs and expenses incurred by Landlord as a result of or related to Tenant's default under this Agreement as allowed by Connecticut laws including, but not limited to, court costs and attorneys' fees. If Tenant defaults and Landlord terminates this Lease, Landlord shall use reasonable

efforts to mitigate Tenant's damages. In addition, if Tenant finds a suitable new tenant not already leasing at BROOKVIEW COMMONS to move into the same room type as Tenant's, Landlord shall apply the rent paid by the new tenant against the rent otherwise due under this Lease.

- 19. No Waiver.** No failure by Landlord to exercise any rights hereunder to which Landlord may be entitled shall be deemed a waiver of Landlord's right to subsequently exercise same. Tenant shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Landlord's failure to timely assert his rights. No acceleration of rentals, regardless how often occurring, which Landlord chooses to ignore by thereafter accepting rental or other performance by Tenant shall constitute a waiver of the right to thereafter accelerate rentals.
- 20. Parental or Sponsor's Guaranty.** Before it accepts this Lease, Landlord requires a guaranty signed by Tenant's parent or other sponsor in the form of the Guaranty of Lease attached to this Lease. If Tenant delivers a forged or otherwise false or invalid Guaranty, then Landlord may pursue civil or criminal penalties in addition to its other remedies.
- 21. Eminent Domain and Casualties.** If the Premises, or any part thereof, is condemned or sold in lieu of condemnation or damaged by fire or other casualty or if compliance with applicable building or housing codes requires an expenditure which, in the Landlord's sole discretion is uneconomical, Landlord shall have the option to terminate this Lease, or to move Tenant to similar accommodations within the Property and repair and restore the Premises or Property. In the event of such damage or destruction to the Premises or Property without the fault of Tenant, his/her agents or invitees, Tenant's obligations to pay rent hereunder shall be abated only if Landlord terminates this Lease, or does not furnish Tenant with similar accommodations within the Property. If damage or destruction of the Premises or its furnishings is determined to be the fault of the Tenant or Tenant's invitees, then Tenant and/or Guarantor agrees to pay for all repairs and damages (including replacement costs) beyond that attributed to normal wear and tear.
- 22. Tenant's Insurance.** Tenant shall be responsible for insurance of all of his/her personal property located or stored upon the Premises against the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Regardless of whether Tenant secures such insurance, Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss.
- 23. Landlord Limitation of Liability.** Tenant agrees to release and indemnify Landlord and his agents from and against liability for personal injury to the person of Tenant or to any members of his/her household resulting from any cause whatsoever, except only such personal injury caused by the reckless, or intentional, acts of the Landlord or his agents.
- 24. Tenant's Duties Upon Termination.** Upon any termination of the tenancy created hereby whether by Landlord or Tenant and whether for breach or otherwise, Tenant shall:
- (1) Pay all utility bills due for services to the Premises for which he/she is responsible and have all such utility services discontinued;
 - (2) Vacate the Premises removing therefrom all his/her personal property of whatever nature;
 - (3) Properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves, and sinks, removing therefrom all rubbish, trash and refuse;
 - (4) Make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when this Lease was executed, ordinary wear and tear excepted;
 - (5) Fasten and lock all doors and windows;
 - (6) Return to Landlord the keys to the Premises;
 - (7) Notify Landlord of the address to which the balance of the Security Deposit may be returned; and
 - (8) In the event of Tenant's early termination of this Lease Agreement, pay an early lease termination penalty of \$1,500 to Landlord for proper, creditworthy termination of the agreement.
- 25. Notice.** All notices required under this Lease shall be in writing and shall be deemed properly served posted by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing:

TO LANDLORD: 30 Crosby Street, Danbury, CT 06810 Attn: Management Office
TO TENANT: 30 Crosby Street, Danbury, CT 06810 Apartment _____

Any properly addressed notice given herein by certified or registered mail shall be deemed delivered when the return receipt therefor is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities. Notices shall be deemed served upon posting. Any notice given herein by personal delivery shall be deemed delivered when received.

- 26. Parking.** If there is a Parking Agreement in addition to this Lease Agreement between the parties, the Tenant acknowledges and agrees that snow removal for the individual parking space is a Tenant responsibility. Landlord provides general plowing of the parking lot, and snow removal for the sidewalks only.
 Tenant is responsible for where their guests park. If Tenant or guests park any motor vehicle in a space or parking area other than the one Landlord designates, vehicle can be towed and stored at Tenant's sole expense. All Tenant and guest motor vehicles occupy the property, in assigned areas or not, at their own risk. Landlord will not be held liable for any loss, damage or injury whatsoever to any motor vehicle on the property. Landlord reserves the right to amend the Parking Agreement (or any other Rules & Regulations from time to time upon thirty (30) days' written notice to Tenant.
- 27. Law Applicable.** This lease is entered into in Connecticut and shall be construed under the laws, statutes and ordinances of such jurisdiction.
- 28. Severability.** The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Landlord's option in full force and effect.
- 29. Easements, Restrictions and Rights-of-Way.** The Premises are demised subject to all easements, restrictions and rights-of-way legally affecting the Premises.
- 30. Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Tenant and by their respective successors and assigns. All negotiations and agreements of Landlord and Tenant are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Landlord and Tenant.
- 31. Covenant of Title and Quiet Enjoyment.** Landlord covenants and warrants to Tenant that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that provided Tenant is not in default hereunder, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.
- 32. Construction of Lease.** This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of same.
- 33. Amendment of Laws.** In the event that subsequent to the execution of this Agreement any state statute regulating or affecting any duty or obligation imposed upon the Landlord or the manner in which Security Deposits shall be held, applied or refunded, is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.
- 34. Non-Liability of Landlord.** Landlord, its officers, agents and employees, shall not be liable in any manner for any loss, injury or damage to Tenant, its agents and guests, including, but not limited to, acts of theft, burglary, vandalism and assault. Tenant assumes all risk of loss or damage to Tenant's property within the Property or Premises which may be caused by water leakage, fire, windstorm, explosion or other cause, or by the act or omission of any other tenant in the Property. Tenant agrees to and hereby does indemnify and hold harmless Landlord, its officers, agents and employees from and against any and all claims for injury, loss or damages to person or property, regardless of cause, arising out of or resulting from damage, injury or loss alleged to have been sustained by Tenant; without in any way limiting or restricting the generality of the above, Landlord shall not be liable for any claims arising from acts of theft, burglary, vandalism, assault and other criminal activity committed on the Property.
- 35. Holding Over.** If Tenant stays in possession of the apartment after the end of the Lease Agreement, Tenant agrees to rent the premises on a daily basis of \$100/day. All other terms and conditions of this Lease shall remain in effect during Tenant's possession of the premises, unless otherwise agree to in writing by both Tenant and Landlord.
 Additionally, if Tenant stays in possession after the end of the Lease Agreement, Landlord shall have the right, at its sole discretion, to remove Tenant's belongings to storage for a minimum charge of \$160. Tenant agrees to pay this charge and any additional storage or clearing charges due within thirty (30) days of the storage of said personal property, or the Landlord has explicit permission to dispose of any stored items, without liability and without waiver of any accrued charges.

BROOKVIEW COMMONS

GUARANTY OF LEASE

IN CONSIDERATION OF, and to induce the execution and delivery of the aforesaid Lease, the undersigned Guarantors jointly and severally and coextensively with Tenant hereby unconditionally, absolutely and without limitation in time or amount, guarantees to the aforesaid Landlord the full and timely payment of rent and performance of all covenants, terms and conditions of the Tenant inuring to the Landlord under said Lease including any and all holdover periods or renewals or extensions thereof. Said guaranty shall include the payment of Landlord's expenses, including, but not limited to, attorney's fees, incurred in enforcing this Guaranty.

This Guaranty shall be a continuing Guaranty, not affected or diminished by any indulgence or extension of time that may be granted by the Landlord to the Tenant or by any amendment or modification of the Lease, or by the Tenant's discharge in bankruptcy or by any assignment or subletting of the Lease. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the Lease, including any defense that Tenant lacks sufficient legal capacity to enter into the Lease.

Any notice or demand to the Tenant concerning any default or the exercise of any remedy of Landlord shall ipso facto be notice to the undersigned. The Landlord is not obligated, under the terms of this Guaranty, to seek or exhaust its remedies for default against the Tenant before recovering hereunder from the undersigned, and neither the release of any guarantors or release of any security for the Tenant's obligations under the Lease shall constitute a defense to Landlord's recovery hereunder as to any party not expressly released.

The undersigned acknowledges full knowledge of the terms and provisions of this Lease. This Guaranty shall be binding upon the heirs, personal representatives and assigns of the undersigned, and inure to the benefit of the Landlord's successors and assigns. Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord in respect of this Guaranty and hereby irrevocably appoints Tenant as its agent for service of process related to this Guaranty. Grantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. The Lease and this Guaranty shall be governed by and interpreted under the laws of the State of Connecticut.

Guarantor: _____ (print name)	By; _____ (signature)
Date: _____	Address: _____
Social Security #: _____	City, State, Zip: _____
State Drivers Lic: _____	Work Phone: _____
Drivers Lic #: _____	Cell Phone: _____
Relationship to Tenant: _____	

BROOKVIEW COMMONS RULES AND REGULATIONS

These Rules and Regulations are incorporated by reference into the Lease Agreement between Landlord and Tenant and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of tenants in BROOKVIEW COMMONS and for the purposes of making a fair distribution of services and facilities for all tenants, and for the purpose of preserving Landlord's property from abusive treatment.

1. Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in the Premises or about BROOKVIEW COMMONS. Tenants are requested to notify Landlord of any such activity.
2. Tenants shall not hang or erect anything on or about the interior or exterior of the Premises or BROOKVIEW COMMONS, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the Premises or BROOKVIEW COMMONS without the prior written consent of management. Tenants are encouraged to use good taste when decorating. Posters should be secured to walls using push pins or thumb tacks. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through the entire dry wall boards. Seek assistance from the BROOKVIEW COMMONS maintenance staff if you have any questions. All interior and exterior doors of the Premises and BROOKVIEW COMMONS shall remain free of nails, stickers, or any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be posted on exterior building walls, windows, or doors.
3. Pets or any animals are prohibited from being brought into the premises of BROOKVIEW COMMONS, without the expressed written consent of the Landlord. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit seeing-eye dogs in BROOKVIEW COMMONS for the visually impaired. In the event of a violation of this rule, **\$100** fine will be assessed against the Tenant, and Landlord, at its discretion, may declare the Lessee in Default. In the event of a subsequent violation, a **\$200** fine will be assessed against Tenant and the Landlord will declare the Lease to be in default. Pets must be removed from the premises immediately. Owner may remove any unauthorized pet if one day's written notice of intent to remove the pet is left in a conspicuous place in the apartment. Owner may turn the pet over to a humane society or local authority.
4. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Tenants are to vacate the premises immediately. Tenants will be instructed by university or BROOKVIEW COMMONS staff when they will be allowed to return to their apartment. Tenants who do not vacate their apartment during a fire alarm are subject to disciplinary action. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease Agreement. At lease commencement Landlord will test the smoke detectors in premises for proper operation and working batteries. Although responsibility for keeping the smoke detectors in working condition remains with the Tenant, upon notification by Tenant, Landlord will replace batteries. Tampering or altering smoke detectors will result in a **\$25.00** fine. Any violation is a default under the Lease which would entitle Landlord to declare a default and pursue all remedies provided to Landlord.
5. Fire code prohibits storage or use of barbecue grills in or on any building, walkway, stairway or balcony. Grills found on the premises will be disposed of by Landlord. Community grills are available for tenants only. Grills and grill areas should be left clean for use by others.
6. Flammable or explosive items are strictly prohibited. The use of candles on the premises is not permitted.
7. The following items are PROHIBITED in BROOKVIEW COMMONS:
 - a. Tape, decals and stickers (with the exception of security ID stickers) adhered to painted walls, windows, and other surfaces due to damage caused thereby,
 - b. Construction barriers, street signs, newspaper machines, etc. because these constitute stolen property.
 - c. Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.
 - d. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
 - e. Firearms, fireworks, and dangerous weapons because of the potential danger to other students. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, handbillies, nonchucks, switchblades, non-culinary knives with blade lengths over 6 inches, including machetes and swords; explosives and dangerous chemicals.
 - f. Major appliances not provided by management (such as washers, dryers, dishwashers, etc.) because of electrical and plumbing problems.
 - g. Aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions.

- h. Live-cut Christmas trees because they constitute a fire hazard.
 - i. Drug paraphernalia because such items are associated with the use of illegal substances. This includes, but is not limited to, bongos, hash pipes, blow tubes and water pipes. If prohibited items are observed in an apartment, the items will be confiscated and disciplinary action may be initiated.
 - j. Motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to buildings. All vehicles must be parked in designated areas.
8. Some small appliances, such as radios, televisions, irons, refrigerators not exceeding four cubic feet and microwaves not exceeding 600 watts are permitted. Space heaters and other heating devices present a fire hazard and are prohibited.
 9. Thermostats may not be set below 72 degrees when cooling or above 70 degrees when heating. Heat may not be set below 65 degrees during freezing temperatures. Remote control for HVAC unit shall not be removed from unit. If Remote is damaged or lost, a replacement fee of **\$100.00** will be charged.
 10. Landlord recognizes the right of Tenant to entertain friends and have guests. Tenant, members of Tenant's family and guests shall at all times conduct themselves in an orderly manner, and shall not make or permit any loud or offensive conduct or otherwise disturb the comfort or quiet enjoyment of the other Tenants. Tenants will be held responsible for the conduct of their visitors and guests; however, the privacy and right to normal use of the Premises by Tenant's roommate must be respected by Tenant when entertaining visitors and guests. Tenants may have overnight visitors for a period not to exceed two (2) consecutive nights but only if authorized in advance by the Resident Director in his or her reasonable discretion.
 11. It is understood that Tenant may have visitors or guests from time to time, but Tenant expressly understands that occupancy of the Premises is limited to Tenant and that guests must adhere to the rules and regulations and respect the rights of roommates. Any person occupying or otherwise staying in Tenant's room or suite as a guest for more than two (2) consecutive days shall be deemed a guest only if the prior written consent to such occupancy or stay is secured from Landlord, except that, under no circumstances, may such person's stay in the room exceed four (4) days. Tenant may not request permission for a guest to stay in Tenant's room beyond two (2) consecutive days any more than four (4) times during the Lease Term. Tenant's failure to observe the above requirements shall constitute a default by the Tenant and entitle Landlord to exercise its rights and remedies hereunder.
 12. To comply with fire codes and enhance safety, at no time should there be more than 6 people in a studio apartment, 9 people in a one-bedroom apartment and 12 people in a two-bedroom apartment.
 13. All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound, shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other Tenants. No radios, TV, satellite dish or other antennas shall be attached to any part of the building.
 14. No percussive or electronically amplified musical instruments may be played on the premises with the exception of scheduled student activities in common areas organized by the University, BROOKVIEW COMMONS management or staff. Non-electronically amplified acoustic instruments may be played in the Premises or in BROOKVIEW COMMONS at a level that does not annoy or interfere with the quiet enjoyment of the other Tenants.
 15. No incense or other odor producing items shall be used in or about the Premises. It is understood by Tenant that offensive noises and odors are expressly prohibited.
 16. Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Landlord and a **\$25.00** removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.
 17. Tenants will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.
 18. All tenants shall comply with QUIET HOURS and COURTESY HOURS in the community as posted, and shall comply with all rules and regulations as posted from time to time for use of the recreational areas. No guests or visitors shall be authorized in the recreational areas except when accompanied by Tenant.
 19. Tenants shall not make loud, improper or boisterous noise or conduct or otherwise disturb the comfort of other residents. This includes the loud playing of stereos, TV's and radios. Any disruptive noise that can be heard in an adjoining bedroom with the door closed is considered excessive.
 20. All organized parties must be planned in advance with, and be approved in writing by, the management.
 21. For those 21 years old or older, the decision to drink, and how much, is a personal one. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Under no

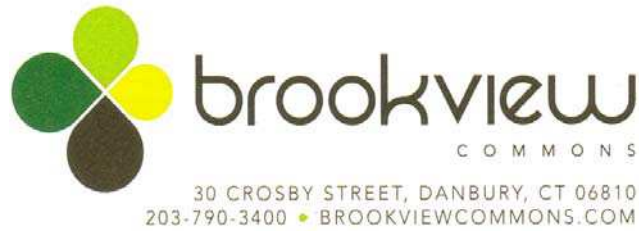
circumstances shall the consumption of alcohol take place or any open container of alcohol be permitted in BROOKVIEW COMMONS except inside your apartment home if you are of legal drinking age in the state of Connecticut.

22. Underage drinking and/or the use, sale, or distribution of illicit drugs will not be tolerated. Tenants or guests caught drinking underage or using or soliciting drugs will be turned over to the criminal or university authorities. Tenants or guests caught or suspected of drinking underage or using drugs will face disciplinary action including the possibility of eviction. Contraband inspection services utilizing contraband detection canines will be conducted on an unannounced basis. Communal areas, individual rooms and automobiles shall be subject to inspection.
23. In addition to monthly inspections, management has the right to give notice to inspect your apartment at any time. Tenant's apartment may be entered by Landlord at any time it is felt there is an emergency or impending danger to Tenant(s), guests or Brookview Commons property, or a direct violation of law, this agreement or its Rules & Regulations.
24. Windows and doors shall not be obstructed. The use of foil and other similar materials over windows is not permitted. No sign, advertisement, lettering or display viewable from outside shall be exhibited in windows. Window screens must remain permanently in place to fulfill their purpose and to avoid loss. In the event that Tenant removes or damages the window screen a charge of **\$25.00** will be imposed for each offense, and payment must be made within ten (10) days from date Tenant receives notice of the charge. Any Tenant throwing anything, placing or hanging anything, out of their window will be subject to immediate eviction.
25. All trash and refuse should be placed in designated trash chute or room on each floor or in dumpsters provided by Landlord located in the parking lot and not left in the Premises or in any of the common areas, hallways, or similar places in BROOKVIEW COMMONS. Tenants SHOULD NOT deposit room or apartment trash in litter receptacles located throughout the grounds since these are intended for litter, not apartment trash or garbage. Tenants should deposit items to be recycled in the appropriately designated recycle receptacles when available. A **\$25.00** service charge will be immediately due and payable by tenant(s) for any refuse which is left outside tenants' unit, placed in litter receptacles, or left elsewhere on the property.
26. It is the responsibility of the Tenant to clean and maintain her/his apartment in a sanitary and safe condition.
27. Parking is by permit only in specified areas. The parking fee is for rental of space, which cost is borne only by those requiring such facility. Parking double, in fire lanes, in staff spaces or spaces assigned to other tenants will result in the vehicle being ticketed or towed at vehicle owner's expense. Landlord is not responsible for damage that may occur during towing.
Tenant is responsible for snow removal for their assigned parking space. Tenant also agrees to cooperate with management to move their vehicle to facilitate snow clearing for the parking lot.
See Paragraph 26 of the Lease Agreement and your Parking Agreement for additional information about parking.
28. Vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted on site. Washing cars is not permitted unless designated at a specific time and area by Landlord. Unregistered vehicles, or those deemed inoperable or in disrepair by Landlord, may be removed at owner's cost after one day's written notice of intent to remove the vehicle is left in a conspicuous place on the vehicle.
29. Speed limit for motor vehicles is not to exceed 5 MPH. Pedestrians have the right-of-way.
30. No furniture is to be removed from public areas and residential units. Removal of such will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines or other disciplinary actions.
31. Proper care of furniture, hardwood flooring and appliances in the apartment is the responsibility of the Tenant. Tenants will be charged for damages for lack of proper care. Mattress covers should not be removed.
32. Tenants should make their guests aware that Brookview Commons is a secure building and that guests may be required to surrender valid I.D. and sign in before entry.
33. Locks may not be altered, changed or added by Tenants under any circumstances. Keys and Electronic Access Cards are the property of Landlord and must be returned to Landlord at the end of Tenant's occupancy. Duplication of keys is prohibited.
Charges of **\$25.00** per key will be made for each key that is damaged.
Charges of **\$50.00** will be made for each lost or damaged Electronic Access Card.
Charges of **\$50.00** will be made to re-key the entire apartment due to a lost key.
Landlord may, from time to time and without prior notice, change locks on an apartment for security purposes. Tenants will be instructed to exchange keys at the leasing office. In the event of any missing apartment keys, the responsible Tenant shall pay for the lock change of the entire apartment.
34. No recreational or sporting games in any form are permitted in the buildings, breezeways, balconies or parking lots.
35. No storage for unwanted furniture is available. Tenants will be held responsible for furniture returned to its original position prior to checkout. No furniture may leave the premises at anytime.

36. No couches, chairs, sofas or loveseats are to be placed in the window / alcove area of the living room. Entertainment centers may be placed in the window /alcove area of the living room but must be at least 8” inches from the window.
37. BROOKVIEW COMMONS is a smoke free facility. Smoking is not allowed in any area, unless specifically posted as a “Designated Smoking Area.”
38. Babysitting is not allowed in BROOKVIEW COMMONS with the exception of the children of BROOKVIEW COMMONS tenants. Section 7 of the Lease Agreement, “Use and Conduct”, prohibits any commercial or business activity within the apartment units.
39. Gambling is prohibited in BROOKVIEW COMMONS or on the grounds or premises of BROOKVIEW COMMONS.
40. Hazing by any club, group, organization or individual is strictly forbidden. Hazing includes “any act that injures, degrades, disgraces, any fellow student or person.” Pledging activities and bullying are prohibited and may be considered a default under this agreement.
41. All signs, posters or other items must be approved by Landlord before they may be posted in any public area. Approved materials must be posted in approved areas.
42. Laundry facilities are for Tenants’ use only.
43. Throwing, dropping, or hanging any and all objects from windows and balconies in BROOKVIEW COMMONS constitutes a danger to other tenants and the facilities and is expressly prohibited. Tenants that throw, drop or suspend any objects, including, but not limited to, Frisbees, balls, paper gliders, etc., will be subject to immediate eviction.
44. Tenants are not allowed to switch assigned Premises without written approval from management and executing a new lease agreement.
45. All assessments and fines for damage to common area of the apartment living room, kitchen bathroom etc. shall be divided equally among all residents of the unit. Damages to the bedroom shall be assessed to the individual residents of the bedroom.
46. Tenants shall not tamper with the security features of the building and premises which include lighting, access controls, cameras and fire alarm systems.
47. Tenant acknowledges that their toilet(s) are clear at time of occupancy. If the toilet becomes clogged, it is the tenant’s responsibility to clear the clog.

EXCEPT AS TO FINES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, LANDLORD MAY IMPOSE A FINE OF NOT MORE THAN \$100 FOR ANY VIOLATION OF THESE RULES AND REGULATIONS. ANY VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE. LANDLORD’S DETERMINATION OF A VIOLATION SHALL BE FINAL.

TENANT ACKNOWLEDGES THAT TENANT HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE APARTMENT LEASE AGREEMENT AND TENANT AGREES TO ABIDE BY THESE RULES AND REGULATIONS DURING THE TERM OF THE LEASE. TENANT ALSO ACKNOWLEDGES THAT LANDLORD EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO BROOKVIEW COMMONS AND TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS LANDLORD FROM TIME TO TIME DETERMINES TO BE APPROPRIATE.



Financial Aid Payment Commitment

I, _____, have entered into a rental agreement with BRT Brookview, LLC beginning August __, 2014 and ending May __, 2015 for Brookview Commons.

Upon move-in, I will pay the portion of rent not covered by my financial aid. I will provide documentation of my financial aid award and Western Connecticut State University semester charges showing the refund amount that will be used to pay BRT Brookview, LLC.

I will pay the remaining balance due on my account to BRT Brookview, LLC within three (3) business days of receiving the financial aid funds released to me from Western Connecticut State University. The deadline for any remaining balance due on my Fall 2014 account is October __, 2014 and the deadline for my Spring 2015 account is March __, 2015.

I understand that if I do not meet these deadlines, I will be charged an additional \$25 per day late fee for every day BRT Brookview, LLC does not receive my required payment.

Student Signature

Date

Print Student Name

BROOKVIEW COMMONS PARKING AGREEMENT 2014-2015

TENANT: _____ PARKING SPACE# _____ Date _____

REQUIRED Vehicle/Driver Information – ALL INFORMATION MUST BE COMPLETE TO RESERVE SPACE
\$50 DEPOSIT REQUIRED – PARKING ASSIGNED FIRST COME, FIRST SERVED
DEPOSIT IS REFUNDABLE IF PARKING SPACE IS NOT AVAILABLE

Make: _____ Model: _____ Year: _____ Color: _____

License Plate #: _____ State: _____ STUDENT DL# _____

PRICE: Space number _____ is a Tier _____ space in BROOKVIEW COMMONS parking garage or open lot and is leased for the entire Apartment Lease Term unless otherwise approved in writing by Landlord. The Contract Term of this Parking Agreement is \$ _____. Payment is to be made in advance, without demand or set off, in two equal installments on August 1, 2014 and January 1, 2015. Parking will be paid with terms and conditions of the Apartment Lease Agreement terms dated _____. Parking not leased before the Lease Term begins will be priced on a prorated basis.

	Per Semester	Contract Term
Tier 1	\$230	\$460
Tier 2	\$200	\$400
Tier 3	\$180	\$360
Tier 4 – Garage	\$360	\$720

1. BROOKVIEW COMMONS (“Landlord”) agrees to provide a parking space in the parking garage or open parking lot located at 30 Crosby St. Danbury, CT 06810, at the price listed above. All parking spaces are assigned. This parking agreement entitles the Tenant to a designated space in the garage or open parking lot only; it does not entitle the Tenant to park in spaces designated for Staff, Visitors, or Future Residents.
2. Parking spaces can only be reserved and leased to a Tenant who has submitted a fully executed BROOKVIEW COMMONS Lease Agreement.
3. Parking services are for the entire Lease Term beginning: August __, 2014 and ending May __, 2015.
4. Tenant agrees that neither the Landlord, nor representatives, respective employees, officers, directors, agents, subcontractors, representatives and affiliates of Landlord shall not be liable for injury, loss, or damage to person or property occurring within BROOKVIEW COMMONS. Tenant assumes all risk of loss and hereby does indemnify Landlord against loss or damage resulting from any claimed damage to Student’s property within BROOKVIEW COMMONS, which may be caused by water leakage, fire, windstorm, explosion, flood or other cause, or by the act, or omission of any other Tenant in BROOKVIEW COMMONS. Tenant agrees to and hereby does indemnify Landlord against loss or damage resulting from any claim or claims asserted against Landlord by any person or persons for loss of or damage to property or injury to persons based upon alleged acts, omissions, or negligence of Tenant, his agents, or his guests, in or in connection with the use of and/or occupancy in BROOKVIEW COMMONS by Tenant.
5. Tenant agrees to comply with all rules and regulations promulgated by the Landlord, including the Lease Agreement, Resident Handbook, Newsletters and written memoranda sent directly to Tenants by Landlord, all of which are incorporated herein by reference. Rules and regulations may be amended or changed and all rules and regulations, amendments, and changes shall become effective upon promulgation to the Tenant without prior notice including BROOKVIEW COMMONS Lease, Resident Handbook, and newsletters published by the Landlord.
6. CANCELLATION PROVISIONS. The Parking Agreement may not be canceled by Tenant except when Tenant is released, without penalty, by Landlord from their BROOKVIEW COMMONS Lease Agreement and the Tenant gives thirty (30) days advanced written notice to the Landlord of his/her election to cancel.
7. Automobiles must be parked within the boundaries of a marked parking space. Illegally parked or abandoned vehicles may be towed at the expense of the vehicle owner or operator.

8. Parking spaces are for automobiles and motorcycles only. Trailers and boats are not allowed in the garage. Some spaces may be designated for smaller cars only.
9. SNOW REMOVAL. Landlord will plow the parking lot lanes only. I understand that I am responsible for snow removal for my assigned parking space and I agree that I will cooperate fully with the Landlord or their designated subcontractors if I am asked to relocate my vehicle for snow removal purposes.
10. The speed limit in the garage is 5 miles per hour.
11. BROOKVIEW COMMONS may terminate this agreement at any time and for any reason.

I agree to pay the contract amount for my Parking accommodations with the terms and conditions of the Apartment Lease Agreement.

Student's Signature: _____

Date: _____

Guarantor's Signature: _____

Date: _____

Landlord/Agent's Signature: _____

Date: _____